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Supreme Court, U.S.
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NO. _____

IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1984

RAMIRO ARANGO, Petitioner

v.

COMPANIA DOMINICANA,
de AVIACION, Respondent

ON WRIT OF CERTIORARI TO THE

UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

PETITION FOR A WRIT OF CERTIORARI

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44 pp

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QUESTIONS PRESENTED

1. In the case of a foreign state's "instrumentality" as defendant, should the U.S. Courts consider the "remoteness of the instrumentality" before bringing the case to trial, or is there an absolute bar to Jury trial for foreign states instrumentalities operating commercially in the U.S. no matter how "remote" the foreign instrumentality activities could be from the sovereign public capacity (jure imperii).

2. Do public carriers in Florida have a "duty to warn" all travelers in general of potential dangers from 3rd. parties at the point of arrival, or whether this duty wouldn't apply to experienced travelers, as the Arangos seem to be, causing a shift of the "duty

to warn" to a passenger's "duty to know".

3. Whether a misrepresentation was committed by a carrier which having knowledge of the existence at the country of destination of a list of undesired foreigners and nevertheless sold tourist cards, supposed to replace the visa requirement, to American passengers, when in fact the local immigration was not bound by said cards.

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CITATIONS

ARANGO v. GUZMAN TRAVEL ADVISORS CORP.
621 F.2d. 1371 (U.S. 5th Circuit)

COMPAGNIE NATIONALE AIR FRANCE v. CASTANO
358 F.2d. 203, 208-209

EDWARDS v. JACKSONVILLE CRACH CO.
88 So.2d 543

GIBBONS v. REPUBLIC OF IRELAND
532 F.Supp. 668

ICENOGLE v. OLYMPIC AIRWAYS
82 F.R.D. 36

RUGGIERO v. COMPAGNIE PERUANA DE VAPORES
INC. CAPAC YUPANQUI
639 F.2d. 872

WERNDLI v. GREYHOUND CORP.
365 So.2d 177

LIST OF ALL PARTIES TO THE PROCEEDING IN THE LOWER COURT

1. Ramiro Arango and Gabriella Arango, et al., represented by attorney Miguel San Pedro, 4200 S.W. 3rd Street, Miami, Florida 33134, telephone 305-448-4728.

2. The officers, directors and shareholders in Defendant, COMPANIA DOMINICANA DE AVIACION, C. POR A. (DOMINICANA AIRLINES).

3. The officers, directors and shareholders of defendant "Guzman Travel Advisors Corp., "represented by Pedro P. Llaguno, Esq., 1150 S.W. 1 Street, Suite 217, Miami, Florida 33130.

4. Jesus Puente d/b/a Trailways Travel & Tourism Intl. represented by Edward Carhart, Esq., 44 West Flagler Street, Miami, Florida 33130.

The Petitioner, Rami[illegible]rango, respectfully prays that a Writ of Certiorari issue to review the Judgment and opinion of the United States Court of Appeals for the Eleventh Circuit entered in this proceeding on June 4th, 1985.

OPINIONS ON THE CASE SUBJUDICE

1. The Opinion of the U.S. Fifth Circuit Court of Appeals in a previous appeal in the case subjudice, published at 621 F2d 1371.

2. The Opinion of the U.S. Eleventh Circuit Court of Appeals from 6-4-85 subject to this appeal, published at 761 F2d 1527.

3. The Opinion of the U.S. District Court for the Southern District of Florida, dated 3-6-84 not published, appear in the Appendix hereto.

JURISDICTION

The Judgment of the Court of Appeals for the Eleventh Circuit was entered on June 4th, 1985, this petition for Certiorari was filed within 90 days of that date. This Court's Jurisdiction is invoked under 28 U.S.C. 1254(1).

LAW APPLICABLE TO THIS CASE

1. The test to apply the "foreign state" privileges to its "instrumentalities" seems to be the "remoteness of the instrumentality" according to the circumstances involving sovereign functions in each case.

The Republic of Ireland was not subjected to suit for alleged wrongdoing of its instrumentalities created to support development of industry in Ireland, where they were separate corporate bodies with power to sue and be sued, where though government ministries which supervised the entities had power to control certain of their operations, no representative of

of the ministries had any actual involvement in the matters at suit, and where treaty between Ireland and United States contemplated distinction between enterprises of the sovereign and sovereign itself, and suit directly against the sovereign would provide plaintiffs with no superior remedy. Gibbons vs. Republic of Ireland, D.C. D.C. 1982, 532 F. Supp. 668.

In another case with similar circumstances to the present one as to the "instrumentality", with Olympic Airways S.A. in the same position as Dominicana Airlines in the present case, the U.S. Courts ruled as follows:

This chapter did not preclude a jury trial of wrongful death actions against a foreign air carrier, whose stock was owned by the government of Greece, arising out of crash of commercial airplane on domestic flight between two cities in Greece, and brought by estates which were citizens of Wisconsin and which invoked district court's traditional diversity or "alienage" jurisdiction over controversy. Icenogle vs. Olympic Airways S.A.D.C.D.C. 1979, 82 F.R.D. 36.

Though the legislative history of this chapter evidences an intent that cases against foreign sovereigns be tried

on a nonjury basis, such an intent is not unequivocably represented in statutory language. Ruggiero v. Compania Peruana de Vapores Inc. Capac Yupanqui, C.A. N.Y. 1981, 639 F.2d 872.

2. WERNDLI v. GREYHOUND CORP. (365 So2d 177) COMPAGNIE NATIONALE AIR FRANCE v. CASTANO (358 F.2d 203, 208-209).

Under the law of Florida, the state in which the contract for air transportation was executed and in which performance commenced, a common carrier such as Dominicana "is required to exercise the highest degree of care, foresight, prudence, and diligence" toward its passengers. Edwards v. Jacksonville Coach Co. 88 So. 2d 543, 544 (Fla.1956) (emphasis added). This has been specifically construed to include a duty to warn a passenger, upon the purchase of a ticket, of potential dangers from third parties at the point of arrival. Werndli v. Greyhound Corp. 365 So.2d 177, 178 (Fla. App.1978) (failure to warn that bus terminal at destination was in high crime area and would be locked upon arrival stated cause of action against carrier for injuries received at destination at hands of third parties).

In a case closely analogous to this one, the First Circuit in Compagnie Nationale Air France v. Castano, 358 F. 2d 203, 208-09 (1st Cir.1966), ruled that

where an international air carrier failed to warn a passenger, upon his purchase of a ticket, that he would be prevented by immigration officials from entering the country of his destination unless he had a proper visa, that carrier would be liable for all damages and injuries proximately flowing from the passenger's exclusion from that country due to his failure to secure a visa.

3. ARANGO v. GUZMAN TRAVEL ADVISORS CORP. (621 F2d 1371) opinion on previous appeal in the case subjudice given by the U.S. Fifth Court of Appeals.

"Dominicana has admitted that it was aware of the list of undesired foreigners and, in fact, had previously transported individuals who had been denied entry into the Dominican Republic on the basis of that list. R. at 76-77. Without attempting to define all possible grounds of recovery by the Arangos, we can see now that if they can demonstrate either (1) that Dominicana, with the foregoing knowledge, sold them "tourist cards" upon the false assertion that these cards, alone, would assure their entry into the country, or (2) that Dominicana had access to the list, knew or should have known the Arangos' names were on it, and therefore, that the object of their vacation contract was impossible, yet proceeded to arrange for their vacation air transportation, a cognizable claim will

have been proved. See Dumas v. Town of Mt. Vernon, 612 F.2d 974, 980 (5th Cir. 1980), quoting Conley v. Gibson, 355 U.S. 41, 45-46; 78 S.Ct. 99, 101-102, 2 L.Ed. 80 (1957)"

STATEMENT OF THE CASE WITH BASIS FOR FEDERAL JURISDICTION IN THE COURT OF FIRST INSTANCE.

The Arangos claim arose out of an attempt to vacation in the Dominican Republic. They arranged their trip through a travel agency by purchasing a "package tour" that included round-trip air transportation between Miami and Santo Domingo via Dominicana. Food, lodging and transportation to and from the Santo Domingo Airport were to be provided by the local Sheraton Hotel. Unfortunately for the Arangos, their vacation plans went awry when, upon their arrival at the Santo Domingo Airport, Dominican Republic immigration officials refused to permit Ramiro Arango to enter the country. Apparently

the Government of the Dominican Republic maintained a list of "undesirable aliens", which included Ramiro Arango's name. Immigration officials ordered Dominicana to take the Arangos out of the country on its next flight departing for their country of origin. Accordingly, the Arangos were taken to San Juan, Puerto Rico, where they spent the night. The next day, they travelled to Port-au-Prince, Haiti. Three days later, the family returned to Miami.

The Arangos initiated this lawsuit in state court in Florida against four defendants: Guzman Travel Advisors Corporation, from whom appellants purchased their tour package; Trailways Travel and Toursim International Corporation, the tour organizer, Sheraton Hotels and Inns,

whose Santo Domingo Hotel was to provide food and lodging for appellants during their stay; and Dominicana. Their complaint alleged negligence, breach of warranty, breach of contract, false imprisonment, and battery. Dominicana, which is the national airline of the Dominican Republic, wholly owned by that nation's government, removed the lawsuit to federal district court. There, Dominicanna filed a Motion to Dismiss, arguing that (1) it was immune from liability, and (2) the complaint failed to state a claim because all of the alleged injuries were caused by the actions of the Dominican Republic Immigration officials, and the Act of State Doctrine precluded judicial scrutiny of these acts. Without specifying the ground upon

which it relied, the district court granted the motion to dismiss, and the Arangos appealed. The former Fifth Circuit dismissed the appeal for lack of jurisdiction because the district court's order did not dispose of the claims against the other defendants; thus, there was not a final appealable order. Arango v. Guzman, 621 F.2d at 1378. Nevertheless, to expedite the litigation, the court offered some definitive guidelines to resolve the plaintiff's claims, id. at 1378-82, and remanded the case to the district court. In accordance with these directives, the district court dismissed defendant Sheraton from the lawsuit. The clerk of the court then issued an entry of default against defendants Guzman and Trailways,

both of whom failed to enter an appearance or file a pleading after Dominicana removed the case to federal court. Final judgment, however, was never entered against either party. When Dominicana moved for summary judgment, the court granted the motion as to the breach of warranty claim, but set the contract and negligence claims for trial. Pursuant to the parties' stipulation that Dominicana was a foreign state within the meaning of 28 U.S.C. §§ 1603 (a), the court tried the case without a jury. After the trial, the court entered judgment for Dominicana. An appeal ensued.

Ramiro Arango and his family, claimed that the district court should have tried the case to a jury, and that the court erred in ruling in favor of the defendant-appellee, Compani Domini-

cana De Aviacion (Dominicana). The Appellate Court concluded that the district court properly denied a jury trial in this action, and correctly rendered judgment in favor of the defendant.

REASONS RELIED ON FOR THE ALLOWANCE OF THE WRIT

The decision conflicts with applicable decisions by other Courts. Rule 17(a) of the Rules of the U.S. Supreme Court.

1. In Reference to the first question presented:

In its opinion in the case subjudice the U.S. Eleventh Circuit considered an absolute bar to jury trial in U.S.A. for instrumentalities of foreign sovereigns.

In Gibbons vs. Republic of Ireland (D.C.D.C.1982, 532 F.Supp. 668) a dis-

tinction was acknowledged "between enterprises of the sovereign, and the sovereign itself" which embodies the classic distinction between "jure imperii" for activities from the sovereign public capacity and "jure gestionis" for business and private capacity of the sovereign.

In Ruggiero v. Compania Peruana de Vapores Inca Capac Yupanqui (C.A.N.Y. 1981, 639 F2d 872) the Court gave a clear reference to the equivocal interpretation of the sovereign privilege as applied to its instrumentalities in commercial functions.

In a case for torts very similar to the case subjudice, Icenogle vs. Olympic Airways (S.A. D.C.D.C. 1979, 82 F.R.D. 36) the foreign sovereign instrumentality was brought to "jury trial" to judge

a tort by the instrumentality in commercial activities.

2. In reference to the second question presented: The law in Florida was given by Wendli v. Greyhound Corp. (Fla. 2nd D.C.A.1978, 365 So2d (177-178) with a cleary established "duty to warn" "passengers, upon the purchase of a ticket, of potential dangers from 3rd parties at the point of arrival. This opinion was acknowledged as the law in Florida by the U.S. Fifth Circuit Court of Appeals in a previous appeal in the Case subjudice (621 F2d 1371) and the U.S. First Circuit since 1966 in "Compagnie Nationale Air France vs. Castano (358 F.2d 203) in a case similar to this one had already established that carriers would be liable if they did not warn passengers about the conditions for ad-

mission to a country.

This "duty to warn" has been practically shifted to a "duty to know" for experienced travelers by the 11th Circuit establishing a clear distinction with diversity of duties for unexperienced and experienced travelers which violates the 14th Amendment's equal protection of the laws.

3. In reference to the 3rd question presented, there is a contradiction between the old U.S. Fifth Circuit and the Eleventh Circuit as to the carriers negligence theory in opinions given by both Courts in the case subjudice.

The Fifth Circuit acknowledged Dominicana's admission as to the knowledge of the existence of a list of "undesirable foreigners" and to prove the

case for the plaintiff required only to demonstrate that Dominicana "sold the Plaintiff tourist cards upon the false assertion that this cards, alone, would assure their entry into the country". The misrepresentation was a factual written one because these tourist cards were published and printed by the Dominican Government and they said in both, english and spanish, at the front "WELCOME TO THE DOMINICAN REPUBLIC" and in the back" you are allowed to visit the Dominican Republic during blank days. Extensions can be granted upon request to the Immigration Department of the Dominican Republic".

The Eleventh Circuit made a personal exclusion of the Arangos to the carriers liability because Mr. Arango

"was aware that each Nation had its own rules with respect to the admission of tourists" which has nothing to do with the violated carrier's duty in this case. The Arango's exclusion from the carrier's liability is a clear violation of the federal principle of equal protection of the laws.

CONCLUSION

For these reasons, a writ of certiorary should issue to review the Judgment and Opinion of the Eleventh Circuit.

Respectfully submitted,

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APPENDIX

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

RAMIRO ARANGO and GABRIELLA ARANGO individually and as parents and best friends for their minor children ANNA C. ARANGO, and KRISHNA O. ARANGO,

Plaintiffs,

vs.

COMPANIA DOMINICANA DE AVIACION C. POR A. (DOMINICANA AIRLINES)

_____/

Civil Action No. 78-3854-Civ-Jlk

FINDINGS OF FACTS AND CONCLUSIONS OF LAW

I- Nature of Action

1- This is a civil action for damages based upon allegations of Negligence and Breach of Contract. The essence of Plaintiffs' claim for negligence is that the Defendant, Compania Dominicana de Aviacion, C. por A. (Domi-

nicana Airlines) sold to Plaintiffs tourist cards and transported the Plaintiffs outside the United States under airline tickets issued by a travel agent located in Miami, Florida when the Defendant knew or should have known of the existence of the name of Plaintiff, Ramiro Arango, on a list of undesirable foreigners maintained by the Government of the Dominican Republic which resulted in said Plaintiff's denial of entry into the Dominican Republic upon arrival. With regard to Plaintiffs' claim for breach of contract, Plaintiffs contend that they did not receive return transportation for which they contracted with Defendant, and that Plaintiffs were required to procure their own transportation via another airline through Haiti.

Defendant, Compania Dominicana de Aviacion C. por A. (Dominicana Airlines) denies the allegations of negligence and breach of contract and has raised certain affirmative defenses to Plaintiffs' claims.

II- Federal Jurisdiction

2- The action is one over which this Court has original jurisdiction under the provisions of Title 28 U.S.C. Section 1330 (a) in that it is a civil action seeking in personal relief against a foreign state as defined in 28 U.S. Section 1603 (a) and other defendants. The action was originally filed in the State Court and was removed to this Honorable Court under the provisions of Title 28 U.S.C. Section 1441 (d) by order dated 31 January 1981.

III- The Court adopts herein the following facts:

3- The trial of this action was based upon the issues raised in Count I (Negligence) and Count V (Breach of Contract) of Plaintiffs' complaint; the answer and affirmative defenses as set forth by Defendant, Compania Dominicana de Aviacion C. por A. (Dominicana Airlines), in their pleadings, Plaintiffs' reply to affirmative defenses, testimony of the witnesses and their credibility, and exhibits.

4- The Defendant, Compania Dominicana de Aviacion C. por A. (Dominicana Airlines) is an agency or instrumentality of the Dominican Republic because it is a corporation wholly owned by the Dominican Republic, a foreign state, and is neither a citizen of the United States nor is it incorporated under the laws of any third country.

5- The Defendant, Compania Dominicana de Aviacion C. por A., (Dominicana Airlines) is a foreign common carrier by air, operating aircraft for the transportation of passengers, mail and baggage for hire in schedule and non-schedule international air transportation.

6- On or about 30 June 1978, the Defendant, Compania Dominicana de Aviacion C. por A., (Dominicana Airlines) collected from the Plaintiffs Two dollars ($2.00) and delivered to Plaintiffs "Tourist Cards" which are issued by the Dominican Government and which U.S. citizens travelling for pleasure to the Dominican Republic are required to have along with a valid U.S. passport or other proof of U.S. citizenship.

7- No representative, agent or employee of Compania Dominicana de Aviacion

C. por A., (Dominicana Airlines) advised either Ramiro Arango or Gabriella Arango prior to their departure on 30 June 1978 from Miami International Airport of the fact that the Government of the Dominican Republic maintained a list of persons considered to be "undesirable" who would be denied entry into the Dominican Republic because of the inclusion of such person's name on said list.

8- Compania Dominicana de Aviacion C. por A. (Dominicana Airlines) knew of the existence of a book maintained by the Dominican Immigration authorities which contained a list of names of undesirable foreigners who would be excluded from entry into the Dominican Republic.

9- Compania Dominicana de Aviacion C. por A. (Dominicana Airlines) had on ocassion prior to 30 June 1978 carried

passengers to the Dominican Republic who had been refused entry by local immigration authorities because of the inclusion of said passenger names in the list of undesirable foreigners maintained by the Government of the Dominican Republic.

10- On or about 30 June 1978, upon presentation by Plaintiffs' of their airline tickets and U.S. passports, the Defendant, Compania Dominicana de Aviacion C. por A. (Dominicana Airlines) transported Plaintiffs from Miami International Airport to Las Americas International Airport located a few miles outside of Santo Domingo in the Dominican Republic.

11- The Plaintiffs were passengers on Dominicana's flight #303 which arrived in Santo Domingo from Miami at approximately 4:30 p.m. on 30 June 1978.

12- On 30 June 1978 when the Plaintiffs arrived in the Dominican Republic they proceeded along with all the other passengers on the flight to the immigration area for inspection by the immigration authorities of the Dominican Republic.

13- Although Gabriella Arango, Krishna O. Arango, and Anna C. Arango, were admitted in to the Dominican Republic, the Plaintiff, Ramiro Arango, was denied entry because his name was included on a list maintained by the Government of the Dominican Republic of undesirable foreigners who would be denied entry into the Dominican Republic.

14- Compania Dominicana de Aviacion C. por A. (Dominicana Airlines) transported Plaintiffs on Dominicana's flight

#603 to San Juan, Puerto Rico on 30 June 1978.

15- Compania Dominicana de Aviacion C. por A. (Dominicana Airlines) was not authorized by U.S. authorities to carry passengers between San Juan, Puerto Rico, and Miami, Florida, between 30 June 1978 and 30 July 1978.

16- Compania Dominicana de Aviacion, C. por A. (Dominicana Airlines) had no commercial passenger carrying flights between San Juan, Puerto Rico, and Miami, Florida, scheduled between 30 June 1978 and 30 July 1978.

IV- Findings of Facts and Conclusions of Law

The Court makes the following findings based upon the demeanor and credibility of the witnesses and the entire record herein.

17- As to the issue of Negligence, the Court finds that Compania Dominicana de Aviacion, C. por A. (Dominicana Airlines) did not in fact have knowledge of the existence of the name of the Plaintiff, Ramiro Arango, on the list of undesirable foreigners who would be denied entry into the Dominican Republic and that Compania Dominicana de Aviacion, C. por A., (Dominicana Airlines) did not have access to the list of undesirable foreigners who would be excluded from entry into the Dominican Republic nor could it have obtained the names if it had contacted the authorities.

18- As to the issue of Negligence it further finds that Compania Dominicana de Aviacion, C. por A., (Dominicana Airlines) acting under orders of the

Immigration authorities to transport an alien, whose entry into the Dominican Republic was denied, out of the country at the earliest opportunity back to his country of origin, did in fact do that by transporting Plaintiffs in the next available flight bound for San Juan, Puerto Rico, the closest adjunct to the United States.

19- With respect to the issue of Breach of Contract the Court finds that Compania Dominican de Aviacion, C. por A., (Dominicana Airlines) did not provide for Plaintiffs' overnight stay in San Juan, Puerto Rico, however the Court further finds that the airline did not have an obligation to do so under the circumstances of this case.

20- The Court also finds that once Dominicana Airlines was ordered by Immi-

gration authorities to take the Plaintiffs out of the country, it was not obliged to personally transport them to Miami. The Court finds that Plaintiffs were provided with the transportation by issuing the tickets to fly with the carrier flying that route.

21- Regarding the Breach of Contract the Court further finds that Dominicana Airlines arranged air transportation for Plaintiffs.

22- As to the issue of Damages, the Court concludes that since the airline did not have a duty or responsibility to warn, apprehended by Plaintiffs, since Plaintiff was in at least an equal position and in fact may have had superior knowledge of the exclusion practices of Cuban nationals, Dominicana Airlines had no duty to warn. Having concluded that,

damages is academic. However the Court finds that Plaintiff had expenses at San Juan, Puerto Rico of approximately $75.00 which would have been the amount to be awarded if the Court had found a Breach of Duty. The airline was not guilty of negligence since the failure by the Dominican Republic to admit Plaintiff was the cause for Plaintiff's expense.

23- The Court finds that Plaintiffs paid $1,000.00 for their travel package, however the Court finds no liability on Defendants.

24- The Court also finds that the trip to Haiti was a voluntary extension of Plaintiffs' travel plans and the cost and expenses associated with said trip was not something for which the airline would be responsible. Plaintiffs could

have proceeded directly from San Juan, Puerto Rico to Miami, on any of the airlines flying that route.

25- Plaintiffs failed to establish that they incurred medical expenses in the amount of Three thousand four hundred Dollars and that said expenses were as a result of actions by Dominican Airlines.

26- The Court finds that Plaintiffs' trip to Haiti was a matter of their choice to extend their travel plans.

27- The Court also finds that the Defendant Dominicana Airlines' actions were not taken with reckless disregard of Plaintiffs' rights so as to justify an award of punitive damages. Plaintiffs therefore are not entitled to punitive damages.

28- Defendant Dominicana Airlines was not guilty of negligence. The proximate cause of any damage to the Plaintiff was the failure of the Dominican Republic to admit them into the country.

29- The Court finds that Defendant Dominicana Airlines did not breach any contract which resulted in damages to Plaintiffs.

V- Agreed Issues of Law

The Court adopt and approves the Agreed Issues of Law to wit:

30- A common carrier of passengers owes the highest degree of care, foresight, prudence and diligence, reasonably demanded at any given time by the conditions or circumstances then affecting its passengers. However, the carrier is not charged with the necessity

of possessing extraordinary powers of anticipation.

31- Failure to exercise the highest degree of care is actionable negligence for which the carrier may be held responsible depending upon the facts and circumstances.

VI- Disputed Issues of Law

32- Regarding the Disputed Issues of Law the Court finds that Dominicana Airlines as an agency, or instrumentality of the Dominican Republic did not have knowledge of the contents of the list of undesirable foreigners; that it had no duty to warn passengers of the existence of the list and had no access to the list and did not know nor should it have known that the Arango's name were on it. It also finds that Defendant Dominicana Airlines did not arrange for

Plaintiffs' vacation air transportation knowing that the object of their vacation contract was impossible and therefore is not responsible for any damages proximately arising therefrom.

33- Although the Court finds that a common carrier has a duty to warn its passengers of dangers which are known to the carrier or which through the exercise of due diligence should have been known to the carrier, it also finds that this is not the type of danger which falls under that category.

34- The Court further finds that there was no assurance of admission into the Dominican Republic by Defendant Dominicana Airlines by providing Plaintiffs with the Tourist Cards. If there were any assurances they may have come from

the Department of Tourism of the Dominican Republic and none was given by Defendant Dominican Airlines.

VII- Judgment

Judgment is for Defendant Compania Dominicana de Aviacion C. por A., (Dominicana Airlines).

Dated: _____

_____
JAMES LAWRENCE KING
U.S. DISTRICT JUDGE

IN THE SUPREME COURT
FROM THF US ELEVENTH CIRCUIT
COURT OF APPEALS

CASE NO.: 84-5266

RAMIRO ARANGO and
GABRIELLA ARANGO, et al.,

Appellants,

vs.

GUZMAN TRAVEL ADVISORS, et al,

Appellees.

NOTICE FOR CERTIORARI

Notice is hereby given that Ramiro Arango, Appellant, invokes the certiorary jurisdiction of the U.S. Supreme Court, grounded on 28 USC 1254(1) to review the decision of this Court rendered on June 4th, 1985, on the case subjudice.

The decision rendered by this Court conflicts with other Circuits' decisions.

I HEREBY CERTIFY that a true and correct copy of the foregoing was mailed on the 30th of July, 1985 to PAUL C.

HUCK, Esq., Mahoney, Hadlow and Adams, 1401 First Fed. Building, 1 S.W. 3rd Avenue, Miami, Florida 33133, Attorney for COMPANIA DOMINICANA DE AVIACION, C. por A. (DOMINICANA AIRLINES); CELESTINO PENA, Esq., 67, 22nd Avenue, WhiteStone, N.Y. 11357, Co-counsel for Defendant Compania Dominicana de Aviacion, C. por A. (Dominicana Airlines); EDWARD CARHART, ESQ., 44 West Flagler Street, Miami, Florida 33130, Attorneys for Juan Puente, d/b/a Trailway Travel & Tourism International and PEDRO P. LLAGUNO, Esq., 1150 S.W. 1st Street, Suite 217, Miami, Florida 33130, Attorney for Guzman Travel Advisors Corp.

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